

**To:** Honorable Robert D. Drain  
United States Bankruptcy Judge  
Southern District of NY

**From:** Jeffrey A. Gardiner  
913 La Cabana Pl.  
El Paso, TX 79912

**Date:** June 17, 2009

**Subject:** Letter of Objection, Delphi Proposal to Terminate Contracted Separation Pay Agreement

**Docket Number** 05-4481 (RDD)

Your Honor:

Please register my objection to the June 1, 2009 Master Disposition Agreement Article 9.5.11. I would like to specifically object to Delphi's Proposal to Terminate Contracted Separation Pay upon closing date.

On November 13, 2008, during Delphi's Bankruptcy, Delphi and I agreed to a Severance Pay Agreement of twenty four Semi-Monthly installments commencing on February 15, 2009. To receive these severance payments I signed a contract that both stipulated the Separation Pay and I agreed to waive certain rights in order to receive these payments. I separated from Delphi under this agreement in February of 2009.

This is not a Delphi Benefit, but a contract between Delphi and myself, signed during the Delphi Chapter 11 process. It was entered in good faith by both parties and I expect that it will be honored by both parties. I hope that the court will support this valid and legal contract and order it fulfilled per the terms agreed to by Delphi.

The total Separation Pay owed by Delphi to it's former employees is not a significant amount since it only effects employee separations on or after January 1, 2009. But it does represent a significant burden to myself and my family, who had planned to use it for tuition and a transition to retirement. This transition has been made even more challenging given Delphi's suspension of Medical, Vision, Dental and Life Insurance Benefits and the likely pension transfer to the PBGC.

In closing, it is hoped that the court will recognize the Contracted Agreement between Delphi and it's Separated Salary Employees and order it honored.



Jeffrey A. Gardiner  
Former Delphi Salary Employee